

REMARKS

In response to the Office Action dated mailed October 11, 2001, Applicants respectfully request reconsideration. To further the prosecution of this application, each of the rejections set forth in the Office Action is addressed below.

The Informality Rejections

In ¶4, the Examiner rejects claim 62 as lacking antecedent basis for "the at least one stop" which the Examiner noted no longer appeared in claim 61. Applicants have amended claim 61 to reinsert this phrase, such that it is believed that the rejection of claim 62 should now be overcome. In this respect, Applicants note that the amendment to claim 61 in the amendment filed on May 16, 2001 was erroneous, as the bracketing and underlining that purported to show the changes to claim 61 were inaccurate. Thus, Applicants have amended claim 61 to return it to the form in which it was presented in the amendment filed November 17, 2000.

In ¶4, the Office Action further rejects a number of claims on the basis that independent claims 1, 51, 54, 61 and 74 are purportedly confusing for including contradictory recitations. Specifically, the Office Action asserts that the reference to the binding being non-safety releasable is inconsistent with the recitations directed to an automatic release associated with removal of the boot from the binding. This rejection is respectfully traversed.

In the Response to Arguments section at ¶10, the Office Action indicates that the phrase non-safety releasable will be interpreted as Applicants suggested in the previous response. As explained therein, the term is known in the art, and refers to a binding that prevents inadvertent release of the boot from the binding during riding, even when the rider falls. The claims that are objected to as including purportedly contradictory recitations recite the active engagement member as being automatically movable, or adapted to automatically disengage, "in response to the snowboard boot stepping out" of the binding. It is respectfully asserted that these phrases are not contradictory. In this respect, an automatic safety release occurs involuntarily, and is not triggered by an intentional act of the rider stepping out of the binding, but rather is most typically triggered via a fall. Therefore, it is respectfully asserted that the recitations of the binding being non-safety-releasable and including an active engagement member that automatically disengages in response to the boot stepping out of the binding are not contradictory.

In view of the foregoing, it is respectfully asserted that the claims as presented are clear, and do not violate §112, ¶2. If the Examiner continues to have concerns in this regard, he is invited to contact the undersigned at the number listed below to discuss the issue further, as Applicants are willing to work with the Examiner to ensure that the claims as presented are clear.

Broadening Amendments

The amendments to claims 54, 73 and 74 are meant to broaden the claims to not limit the manner in which the first engagement member is mounted to the snowboard, consistent with the disclosure in Applicants' specification (e.g., see page 37 lines 18-21).

Prior Art Rejections Under §103

In ¶6, the Examiner rejects claims 1-5, 7-12, 15, 17-19, 25, 27, 30-32, 51-64, 66-72 and 74-77 under 35 U.S.C. §103 as purportedly being obvious over Romano in view of Bobrowicz. This rejection is respectfully traversed, as Applicants believe that a prima facie case of obviousness has not been established.

The Office Action asserts that Romano teaches a step-in engagement system including a number of components similar to those claimed, but concedes that Romano does not teach the use of such a binding device for attaching a snowboard boot to a snowboard binding. However, the Office Action asserts that Bobrowicz teaches a binding system for connecting a boot to a snowboard, "wherein the binding pair is taught to be useful in applications in the bicycle and ski attachment realm (cols. 7-8)." Thus, the Office Action asserts that it would have been obvious to use the binding system of Romano to attach a snowboard boot to a snowboard as purportedly suggested by Bobrowicz "for the purpose of allowing the easy connection and disconnection advantages taught by Romano to a snowboard user."

Initially, Applicants respectfully disagree with the Office Actions' assertion that Bobrowicz teaches that the disclosed bindings are useful in bicycle applications. Bobrowicz is directed to a boot and asserts that an essential object of the invention is to permit the use of the boot "on particularly simple bindings" (col. 7, line 33). It is further indicated that the disclosed binding interface does "not protrude beyond the lower face of the sole and therefore causes no discomfort during walking." (col. 7, lines 46-49). Bobrowicz then states:

Of course, the invention encompasses all the binding variants of this type, that is to say ones having a single localized engagement zone of the type described above, or ones which are similar to the advanced bindings used on bicycle pedals, in contrast to conventional bindings which retain the shoe by its front and rear ends.

Five types of arrangements, represented in Figs. 11 to 15, may be mentioned in this regard. *** (col. 7, lines 49-57).

As seen from the foregoing, it is believed that Bobrowicz is not suggesting that any bindings that he teaches is useful for bicycle applications, but rather, asserts that certain types of binding used on bicycle pedals (represented in Figs. 11-15) can be used with his boot.

In addition, Applicants respectfully assert that one of ordinary skill in the art would not have been led by the teachings of Bobrowicz to employ the binding of Romano on a snowboard binding because Romano is directed to a "safety pedal" that is designed to release in response to rotation of the foot relative to the pedal. (see e.g., the abstract). During snowboarding, a rider will often experience forces in many directions between the boot and binding, including rotational forces. If the binding of Romano were substituted for those in Bobrowicz to purportedly secure a snowboard boot to the snowboard, the boot would be subject to inadvertent "safety" release during riding. As discussed previously during the pendency of this application, the well accepted understanding in the snowboard industry is that this is undesirable.

It should be appreciated that a snowboard is significantly heavier than a ski. Therefore, if one boot of a rider were to release but the other remained fixed to the snowboard, it is believed that injury could occur to the legs of the rider. Therefore, those of ordinary skill in the art of snowboarding would not have been motivated to employ a binding such as that taught by Romano for a snowboard binding because of the risk of injury that can be caused by the inadvertent or "safety" release of one boot from its binding.

In view of the foregoing, the purported advantage of allowing "easy connection and disconnection" would not have been sufficient to motivate one of ordinary skill in the art of snowboarding to employ the Romano system as a snowboard binding because of the significant risk of injury to the rider. Thus, it is respectfully asserted that the Office Action fails to set forth

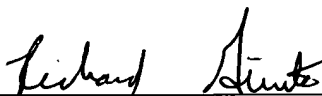
a prima facie case of obviousness, such that the rejection under §103 over the combination of Romano and Bobrowicz should be withdrawn.

In addition to the foregoing, the Office Action further concedes that the Romano system as modified by Bobrowicz would fail to teach various other features recited in some of Applicants' claims. In view of the fact that the combination is believed to be improper, Applicants believe it is unnecessary to address those more specific recitations here. The absence of a discussion on those issues should not be considered an acquiescence that the positions set forth in the Office Action about further modifications to the prior art are correct.

Conclusion

In view of the foregoing, it is believed that this application is now in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes after reviewing this response that the application is not in condition for allowance, he is respectfully requested to contact the undersigned at the number listed below to discuss any outstanding issues relating to the allowability of the application.

Respectfully submitted,
Paul T. Maravetz, et al., Applicant(s)

By: 
Richard F. Giunta, Reg. No. 36,149
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, Massachusetts 02210-2211
Tel. No.: (617) 720-3500
Attorney's for Applicant(s)

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MARKED UP CLAIMS

61. (Four Times Amended) A non-safety-releasable snowboard binding to mount a snowboard boot to a snowboard, the snowboard boot [including] having a first engagement member mounted thereto, the snowboard binding comprising:
a base; and
a second engagement member, mounted to the base, that is adapted to mate with the first engagement member to engage the snowboard boot to the binding, the second engagement member being an active engagement member that is movable relative to the base between a first state wherein the second engagement member does not engage the first engagement member and a second state wherein the second engagement member engages the first engagement member to prevent safety release of the boot from the binding during riding, and wherein the active engagement member is automatically movable, in response to the snowboard boot stepping out of the binding, from the second state to the first state.

61. (Four Times Amended) [A non-safety-releasable snowboard binding to mount a snowboard boot to a snowboard, the snowboard boot including a first engagement member mounted thereto, the snowboard binding comprising:
a base; and
a second engagement member, mounted to the base, that is adapted to mate with the first engagement member to engage the snowboard boot to the binding, the second engagement member being an active engagement member that is movable relative to the base between a first state wherein the second engagement member does not engage the first engagement member and a second state wherein the second engagement member engages the first engagement member to prevent safety release of the boot from the binding during riding, and wherein the active engagement member is automatically movable, in response to the snowboard boot stepping out of the binding, from the second state to the first state] The snowboard binding of claim 55, wherein the second engagement member further includes at least one stop adapted to inhibit migration of the first engagement member when engaged with the pair of spaced apart engagement members.



73. (Three Times Amended) A system for mounting a rider to a snowboard, the system comprising:

a snowboard boot [including] having a first engagement member mounted thereto; and
a snowboard binding comprising;

a base; and

a second engagement member, mounted to the base, that is adapted to mate with the first engagement member to releasably engage the snowboard boot to the binding, the second engagement member being an active engagement member that is movable relative to the base between a first state wherein the second engagement member does not engage the first engagement member and a second state wherein the second engagement member engages the first engagement member to inhibit lifting of the boot from the binding during riding, and wherein the active engagement member is automatically movable, in response to the rider stepping out of the binding, from the second state to the first state; wherein the active engagement member is further automatically movable, in response to the rider stepping into the binding, from the first state to the second state, wherein the first engagement member includes a cleat having a base mounted to a sole of the snowboard boot and medial and lateral sides, and wherein the second engagement member includes a pair of spaced apart engagement members each adapted to engage one of the medial and lateral sides of the cleat; and

wherein each of the medial and lateral sides of the cleat tapers along a length of the cleat from a wider toe-end portion of the cleat to a narrower heel-end portion of the cleat, and wherein the pair of spaced apart engagement members is spaced apart by a distance that is greater than the narrower heel-end portion of the cleat and smaller than the wider toe-end portion of the cleat.

74. (Three Times Amended) A method of interfacing a first engagement member [on] mounted to a snowboard boot with a second engagement member, on a snowboard binding, that is engageable with the first engagement member to mount the snowboard boot to the snowboard binding and prevent safety release of the snowboard boot from the snowboard binding during riding, wherein at least one of the first and second engagement members is an active engagement member that is moveable, relative to the one of the snowboard boot or the snowboard binding on

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which the active engagement member is located, between an open position and a closed position, the method comprising a step of:

- (A) stepping the snowboard boot out of the snowboard binding so that the active engagement member automatically moves from the closed position to the open position without operating a lever on the snowboard boot or the snowboard binding, so that the first engagement member is disengaged from the second engagement member.

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